DOCUMENT RESUME

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TITLE	Agreement Between the Board of Trustees of Mercer County Community College Operating Under Provision of Public Laws of 1968, Chapter 303 of the State of New Jersey, and the Faculty Association of Mercer County Community College 1971-1973.
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IDENTIFIERS	*Mercer County Community College

ABSTRACT

Presented in this document is the agreement between the Board of Trustees of Mercer County Community College and the Faculty Association of Mercer County Community College for the period from July 1, 1971 through June 30, 1973. Included in the agreement are articles concerning: employee representation, negotiation procedures, grievance procedures, academic rank, individual faculty contracts, promotion and evaluation, evaluation of student personnel staff, tenure, salary schedules, fringe benefits, faculty workload, leaves of absence, and academic freedom and responsibilities. (PG)

ED 086152

Mercer County Community College New Jersey NEA 2 year

AGREEMENT BETWEEN

THE BOARD OF TRUSTEES OF MERCER COUNTY COMMUNITY COLLEGE
OPERATING UNDER PROVISION OF PUBLIC LAWS OF
1968, CHAPTER 303 OF THE STATE OF NEW JERSEY,

AND

THE FACULTY ASSOCIATION OF MERCER COUNTY COMMUNITY COLLEGE

1971-1973

U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
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HE005062

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June 9, 1971

MERCER COUNTY COMMUNITY COLLEGE

CORRECTIONS WITH RESPECT TO THE CONTRACT AGREEMENT TO BE ENTERED INTO BETWEEN THE BOARD OF TRUSTEES AND THE FACULTY ASSOCIATION OF MERCER COUNTY COMMUNITY COLLEGE FOR THE PERIOD JULY 1, 1971 - JUNE 30, 1973

It is hereby understood by both parties that the following corrections are incorporated in the draft Agreement, which is under consideration by the Board of Trustees and the Faculty Association:

1. Article II, Page 2, Item G.:

   First sentence is modified to include the following (addition is underlined):
   "Except as this Agreement shall hereinafter otherwise provide, all financial benefits other than salary steps and increments (eg. pensions, sick benefits) of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations, and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement."

2. Article VII, Item F.5(a):

   The sentence is modified, with the words bracketed () to be deleted:

   "The President, after reviewing the recommendations made by the College Personnel (and Budget) Committee will make his recommendations to the Board of Trustees whose decision is final."

3. Article XII, Page 1, Item C.2

   The last line should read 9 teaching contact hours rather than 12.
   Also, Item C.3 should be changed to read:
   "If neither 1 nor 2 above apply, each ....."

4. Article XII, Page 2, Item H:

The sentence is modified by replacing the word "class" with the word "course."

ACCEPTED:

Richard K. Greenfield
President
On Behalf of the Board of Trustees
Mercer County Community College

Willard Sloshberg
President
On Behalf of the Faculty Association
of Mercer County CommunityCollege

June 14, 1971

MERCER COUNTY COMMUNITY COLLEGE

ADDITIONAL CORRECTIONS WITH RESPECT TO THE CONTRACT AGREEMENT TO BE ENTERED INTO BETWEEN THE BOARD OF TRUSTEES AND THE FACULTY ASSOCIATION OF MERCER COUNTY COMMUNITY COLLEGE FOR THE PERIOD JULY 1, 1971 - JUNE 30, 1973

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1. Article II, Page 2, Item G.:

   The second sentence shall be corrected in the same manner as we have agreed to correct the first sentence.

2. Article XIII, D - Sabbaticals:

   Items 1 and 2 - Change from seven (7) years to six (6) years as per current practice.

ACCEPTED:

Richard K. Greenfield
President
On Behalf of the Board of Trustees
Mercer County Community College

Willard Sloshberg
President
On Behalf of the Faculty Association
of Mercer County Community College

June 14, 1971

MERCER COUNTY COMMUNITY COLLEGE

Memorandum of understanding re Interpretation of Various Items in Proposed Contract

1. Article XII, A:

With respect to the fourth sentence, it is understood that in the event that compensatory time cannot be arranged for the individual, then he will be compensated in accordance with Article IX, F.

2. Article IX, E:

It is understood that in the event that 10-month faculty serve in the summer in a non-teaching capacity, they shall receive additional compensation which will be prorated on the past academic year's salary, viz, 10 percent of the previous salary for one additional month of employment; 5 percent for two weeks.

Any arrangements that have been made for the summer of 1971 prior to the signing of this agreement, shall not be affected by this understanding.

ACCEPTED:

Richard K. Greenfield
President
On Behalf of the Board of Trustees
Mercer County Community College

Willard Sloshberg
President
On Behalf of the Faculty Association
of Mercer County Community College

THIS AGREEMENT is entered into this twenty-first day of June, 1971 by and between the Board of Trustees of Mercer County Community College and the Faculty Association of Mercer County Community College for the period of July 1, 1971-June 30, 1973.

ARTICLE I

RECOGNITION OF EMPLOYEE REPRESENTATIVE

A. The Board of Trustees of Mercer County Community College hereby recognizes the Mercer County Community College Faculty Association as the exclusive representative for collective negotiation in a unit of Mercer County Community College employees set forth in paragraphs B hereof for the purpose of collective negotiation for terms and conditions of employment.

B. The employees included are:

1. Full-time teaching faculty
2. Full-time professional personnel of the Library, Media Center, and Academic Skills Laboratory.
3. Full-time professional members of the Student Personnel staff

The employees excluded are:

1. Administrative officers and staff
2. All directors including those of Library Services, Media Center, Academic Skills Laboratory, Admissions, and of the Computer Center
3. Part-time faculty and other part-time professional staff
4. Technical Assistants
5. Non-professional staff, craft employees and policemen
6. Supervisors and managerial executives including all directors, department chairmen (as qualified by H below) and deans.

ARTICLE I - Recognition of Employee Representative

C. Unless otherwise indicated, the term "Association", when used hereinafter in this Agreement, shall refer to the Mercer County Community College Faculty Association.

D. Unless otherwise indicated, the terms "faculty" or Professor(s)", when used hereinafter in this Agreement, shall refer to all professional academic employees represented by the Association in the negotiating unit as defined above, and references to male faculty shall include female faculty. Unless otherwise indicated, the terms shall be understood to include faculty holding the ranks of Assistant Instructor, Instructor, Assistant Professor, Associate Professor and full Professor.

E. Unless otherwise indicated, the term "Board", when used hereinafter in this Agreement, shall refer to the Board of Trustees of Mercer County Community College.

F. Unless otherwise indicated, the term "State", when used hereinafter in this Agreement, shall refer to the duly established Representatives of the State of New Jersey.

G. Unless otherwise indicated, the term "College", when used hereinafter in this Agreement, shall refer to Mercer County Community College.

H. If it is finally determined by the Public Employment Relations Commission or any appellate court that department chairmen should be included in the bargaining unit, and it is so agreed by the Board and the Association, then a supplementary Article shall be appended to this Agreement, stating any specific terms and conditions of employment for department chairmen in addition to those included for faculty in this Agreement.

ARTICLE II

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement to be applicable during the 1973-74 fiscal year not later than October 1, 1972. Any Agreement so negotiated shall be reduced to writing and be submitted for ratification to the Board and the Association.

B. During negotiations, the representatives shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available to the Association all pertinent personnel records, data and information required by law to be made public.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations subject to approval by the Board and the Association.

D. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement.

E. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated, executed and ratified this Agreement.

ARTICLE II - Negotiation Procedure

F. This Agreement is subject in all respects to the laws of the State of New Jersey and the United States with respect to the powers, rights, duties and obligations of the Board, the Faculty Association and the employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative, but all other provisions of this Agreement shall continue in effect.

G. Except as this Agreement shall hereinafter otherwise provide, all financial benefits other than salary steps and increments (e.g. pensions, sick benefits) of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations, and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any financial benefit other than salary steps and increments (e.g. pensions, sick benefits) existing prior to its effective date.

ARTICLE III

RIGHTS OF THE PARTIES

A. The Board agrees to furnish to the Association in response to reasonable requests annual financial audits, registers of personnel who qualify as members of the Association and agendas and minutes of all Board meetings.

B. Negotiations, grievance proceedings, conferences, or meetings between parties to the Agreement shall be mutually scheduled so as not to interfere with their normal responsibilities.

C. Members of the Association employed by the College may be permitted to transact official Association business on College property at reasonable times, provided there is no interference with or interruption of normal College operations and providing these activities do not interfere with their responsibilities.

D. Rooms at the College designated as available for general meeting purposes may be used for Faculty Association meetings without charge on regularly scheduled College business days and within business hours scheduled for any particular day, provided:

1. Arrangements are made in advance with the Administration.
2. There is no interference with the normal functions of the College.
3. There are no activities conducted that may be construed as an illegal use of public property under the Board's jurisdiction.

Such rooms may be made similarly available after or before normal business hours on regularly scheduled business days and the Association agrees to promptly reimburse the College for all necessary security, maintenance and custodial expenses incurred by the off-hours use by the Association.

E. The Board agrees that the Association may provide in its own name (listing), and have sole financial responsibility for, an individual business telephone in the office shared by the President of the Association for the placing and receiving of all off-campus telephone calls related to

Association affairs. The Association agrees to provide, at its own expense, all materials and supplies necessary for the conduct of the Association's affairs, except that the College will allow use of a typewriter and spirit duplication ("Ditto") machine provided such use does not interfere with the conduct of normal College activities which shall always be considered to have priority on the College premises. Other than that which may be specifically allowed in this Agreement, no services of the non-professional and supportive staff of the College may be used for Association business unless specifically approved by the President and with a prior mutually agreed-to amount of compensation to be paid to the College for such services.

F. The Association shall have the right to post bulletins and notices relevant to the employees it represents on a designated faculty bulletin board.

G. The Association may use the interoffice mail facilities for official Association business providing this does not interfere with normal College operations.

H. An Association representative shall have the right to speak at public sessions of the Board. Requests for an allocation of time on the agenda will be processed in advance and consistent with the procedures of the Board.

I. The Association shall normally be notified one week in advance, in writing, of time, date, place and agenda of all public meetings of the Board.

J. The Association recognizes the Board's rights, duties and authority to manage and control the College pursuant to the authority conferred on it by the State of New Jersey and all applicable local, state and federal laws. The Board retains and reserves all rights of management and control of the College not limited by this agreement.

ARTICLE III - Rights of the Parties

K. The Association and the Board mutually recognize that strikes and other forms of work stoppages are contrary to law and public policy and inimical to the general good and welfare of the entire Mercer County College community. Therefore, the Board and the Association agree with and subscribe to the principle that differences shall be resolved by peaceful and lawful means. The Association agrees that it shall not engage in, or counsel or instigate strikes or work stoppages.

L. The Board agrees to honor each properly completed and signed Continuing Dues Deduction Authorization form of the Association in accordance with the New Jersey Public Employee Dues Deduction Law N.J.S. 52:14 - 15.9e. A deduction will be made from an individual's gross pay each biweekly pay period, except for the last paycheck of any month in which there are three paydays, prorated according to the Payroll Deduction Schedule. Said amount to be deducted shall represent any combination of dues amounts and apportionments voluntarily specified by the member on the Authorization form.

A member shall have a schedule dues deduction made from any net compensation owed to the employee only if the amount is sufficient to cover, in full, the particular prorated authorization after the priority of all remaining statutory and other payroll deductions have been met. Failure to have sufficient net pay available for the College to perform a full dues deduction will relieve the Board of its responsibility to collect that amount from the member for that pay.

A member may, at any time, provide the College's Chief Fiscal Officer a written authorization to withdraw the Dues Deduction Authorization and halt deductions as of the January 1 or July 1 next succeeding date on which notice of withdrawal is filed.

Upon termination of employment, a final dues deduction not to exceed the regularly scheduled amount shall be made from the last pay owed the individual. The College shall have no obligation to collect or transmit monies to the Association for unpaid dues of any current academic year. A Dues Deduction Authorization form will be considered valid for each subsequent year unless voluntarily revised or rescinded by the member. Any changes in dues amount or record of apportionment will require a New Dues Deduction Authorization form to be filed with the College's Chief Fiscal Officer, and will be made effective with the January 1 or July 1 next succeeding the date on which the revised authorization is filed. An employee dues deduction authorization may be received at any time. If received on or prior to August 1, the payroll deduction will be made in amounts totaling equal monthly deductions over the 10 month period - September through June. For an authorization received after August 1 and prior to October 1, the initial deduction will begin in November with that month's deductions being made retroactive to cover September and October. Authorization received on or after October 1 and prior to January 1 will have the deduction begin in February and run through June in five equal monthly deductions of the total amount authorized, or double the normal combined deductions for each month if the authorization had been received earlier than October 1. Authorization received on or after January 1 prior to February 15 will require an initial March deduction also including a retroactive deduction for February on the same "double-up" basis as authorizations received between October 1 and September 31, inclusive. An authorization received on or after February 15 will effect dues deduction as of the following September.

ARTICLE III - Rights of the Parties

All dues collected by payroll deductions in the preceding month will be transmitted by College check and with any records of corrections or adjustments to the Treasurer of the Mercer County Community College Faculty Association on the regular workday closest to the fifteenth of the next succeeding month. The Association Treasurer will, in turn, transmit applicable monies promptly to the appropriate treasurers of affiliated organizations.

The Board agrees to be wholly responsible for the security of all funds withheld as dues deductions during any month until the monies have been transmitted to the Treasurer of the Association. The Association agrees to waive all rights and claims on the College for monies unable to be deducted for any cause whatsoever and relieves the Board and its Administrative Officers from any and all liability therefor.

ARTICLE IV

GRIEVANCE PROCEDURE

A. Definition of a Grievance

A grievance is an allegation by a faculty member or the ASSOCIATION that there has been;

1. A breach, misinterpretation or improper application of the terms of this Agreement: or

2. An arbitrary or discriminatory application of, or failure to act pursuant to the policies of the Board related to terms and conditions of employment.

B. Time and Step for Filing and Decision

1. A grievance must be filed at step two within thirty-one (31) days from the date on which the act which is the subject of the grievance occurred or thirty-one (31) days from the date on which the individual faculty member should reasonably have known of its occurrence.

2. Should a faculty member be dissatisfied with the decision or should no decision be forthcoming in the prescribed time, he may submit his grievance to the next step within sven (7) calendar days.

3. Where the subject of a grievance suggests it is appropriate and where the parties mutually agree, such grievance may be initiated at or moved to step two or step three without hearing at a lower step(s).

4. Where a grievance directly concerns and is shared by more than one faculty member, such group grievance may properly be initiated at step one, step two or step three, whichever is the first level of supervision common to the several grievants, with the mutual consent of the parties.

5. A recommendation by a Faculty Association Grievance Committee for the resolution of the grievance may be introduced at step two.

6. Decisions shall be rendered to the faculty member and ASSOCIATION representative, if present:

(a) orally, at step one within three (3) days;

(b) in writing at step two or step three within seven (7) days after conclusion of a hearing;

(c) at step four, the Arbitrator shall render his decision in writing within fourteen (14) calendar days after the conclusion of the hearing.

7. A grievance hearing shall be set within seven (7) calendar days at step two, within ten (10) calendar days at step three and, if required, within fourteen (14) calendar days at step four, after request is received from the faculty member or the ASSOCIATION.

E. The following procedures which may be initiated by a faculty member and/or the ASSOCIATION acting as his representative shall be the sole and exclusive means of seeking adjustment and settling grievances:

Step One

An aggrieved faculty member shall first discuss his grievance informally with his department chairman or immediate supervisor.

Step Two

If the aggrieved faculty member is not satisfied with the disposition of his grievance at step one, he may prepare his grievance in writing and present it formally to his dean who shall meet with the grievant and a representative of the ASSOCIATION for the purpose of hearing the grievance, then,

ARTICLE IV - Grievance Procedure

Step Three

If the aggrieved faculty member is not satisfied with the decision rendered at step two, he may submit his grievance to the college president. The president or his designee shall hear the grievance and where appropriate, witnesses may be heard and pertinent records received.

Step Four

If the Association is dissatisfied with the decision rendered at step three, it may refer the matter to arbitration by delivering written notice of its desire to arbitrate to the president. The arbitrator shall be selected, and the arbitration shall be conducted under the rules of the American Arbitration Association. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. The arbitrator shall confine his opinion to matters subsumed within the definition of grievance included as part A of this article. Both parties agree that the arbitration shall be advisory.

ARTICLE V

ACADEMIC RANK

Minimum Eligibility Requirements for Academic Rank

A.

Rank	Academic[7]	Experience
Assistant Instructor	Baccalaureate or equivalent	None required
Instructor	Master's Degree	None required
	OR	
	Equivalent in Special Fields[3]	2 years teaching or equivalent experience[2]
Assistant Professor	Master's Degree, plus 15 credits toward Doctorate or equivalent[4]	4 years teaching or equivalent experience[2]
	OR	
	Doctorate	None required
Associate Professor	Master's Degree, plus 30 credits in a doctoral program[5]	7 years teaching or[1] equivalent experience[2]
	OR	
	Doctorate	4 years of teaching or equivalent experience[2]
Professor	Doctorate[6]	8 years of teaching or equivalent experience[2]
Lecturer		See Note #8

B. Explanatory Notes

[1] At least one year college teaching is required for ranks above Assistant Professor.

[2] Two years of high school teaching or business experience is equated to one year of college teaching.

[3] A bachelor degree and/or business or field experience may be an acceptable substitute in certain specialized fields.

[4] Two or more years business or industrial experience above and beyond that required to meet experience requirements may be considered equivalent to the 15 credits towards the doctorate.

[5] Six or more years of business or industrial experience above and beyond that required to meet experience requirements may be considered equivalent.

ARTICLE V - Academic Rank

B. Explanatory Notes (cont.)

6 The doctorate may be waived by the Board of Trustees on the recommendation of the President, in specialized fields where advanced graduate work may be unusual, or typically not available. Recognized achievement in certain fields may be an acceptable alternative. Degrees such as Sc.D., M.D., D.D.S., etc., may be acceptable, if related to the work at the College. A licensed professional engineer, registered architect, or certified public accountant may be acceptable.

7 Academic preparation shall be related to the faculty member's responsibility to the College as indicated in his employment contract.

8 The title of Lecturer will be assigned to a faculty member whose educational background and experiences do not conform to the College's standard ranking system, but whose experience and expertise in a particular profession or other skill area indicate clearly that he would make a significant contribution to the College.

9 Non-teaching faculty including librarians and counselors shall be assigned academic rank and shall be eligible for promotion.

10 Normally faculty members must be tenured to be eligible for promotion above the rank of instructor.

11 Assistant Instructors who present verification of the receipt of a master's degree shall be promoted to Instructor effective in the following semester.

ARTICLE VI

INDIVIDUAL FACULTY CONTRACTS

A. Appointments and reappointments are normally limited to one year until the faculty member attains tenure. An initial appointment may be made for a period of two years under exceptional circumstances. The usual term of a contract for non-tenured employees is either one (1) academic year (ten months), or one (1) fiscal year (twelve months).

B. When a prospective employee is offered a position via an individual contract he shall be provided with a copy of this Agreement and a copy of the Faculty Handbook.

The individual contract shall include:

1. The duration for which the appointment is effective.
2. The specific salary.
3. The name of the College.
4. Academic rank.
5. Departmental area.
6. Special provisions.

C. Upon signing and returning the contract, the faculty member is committing himself to employment at the College in accordance with the terms of the contract. In the event any faculty member is not certain that he will be able to perform in accordance with the provisions of the contract, he should discuss his situation in detail with the appropriate department chairman or director and the appropriate dean, prior to signing an amended contract if such is agreeable to the Board.

D. Notice of non-reappointment shall be given in writing not later than March 1 of the first year of service and later than February 15 of the second year of service and December 15 of the third year of service.

E. Under extraordinary circumstances, it may become necessary to hire a full-time faculty member for less than a full academic or fiscal year. In such cases, compensation will be prorated according to an annual salary rate from the date duties commence to the end of the individual contract. He shall be accorded all privileges of a full-time faculty member.

ARTICLE VII

PROMOTION AND EVALUATION

A. Department Personnel Committee

1. Each department of the College shall have a Department Personnel Committee to advise the department chairman or director in personnel matters.

2. The Department Personnel Committee consists of the department chairman or director and at least two tenured members of the department who shall be elected during a meeting of all members of the department in the first week of May of each year. The Committee may be larger at the discretion of the chairman or director, however, all additional members must be elected. The elected members' terms of office shall be one year.

3. A resignation of a member of this committee necessitates a new election by the department within seven (7) days of the written acceptance of that resignation, or at the department's first meeting in the fall semester, during orientation.

B. Evaluation

1. Faculty members shall be evaluated by immediate supervisors and administrators. These evaluations will be supplemented through self-evaluation by faculty members. Each evaluator shall concentrate on as many aspects of the individual's performance and responsibilities as is possible and each shall be designed to assist the faculty member to improve his performance in and his value to the College.

2. The following are lists of some of the items which should be considered, when applicable, to a particular individual, but are not to be construed as being a complete listing of all related matters to be considered:

TEACHING FACULTY

	Evaluation System
I. Direct Teaching	
A. Lecture, Classroom, Seminar	A, DC, S
B. Laboratory, Shop, Studio, Clinic	A, DC, S
C. Office Sessions	DC, S
D. Preparation of TV tapes, Transparencies, Slides, etc.	A, DC, S
E. Preparation of Laboratory Experiments and Shop Activities and Projects	A, DC, S
II. Contribution to Department	
A. Development of Curricula	A, DC, S
B. Development of Courses	DC, S
C. Writing and Up-dating Course Outlines	DC, S
D. Committee and Meeting Contribution	DC, S
III. Student Advisement	A, DC, S
IV. Student Evaluation and Grading	A, DC, S
V. Contribution to College and Community	
A. Committee	A, DC, S
B. Research and Writing	A, DC, S
C. Civic Involvement	DC, S
VI. Professional Growth	
A. Courses and Credits	A, DC, S
B. Research and Writing	A, DC, S
C. Membership and Participation in Professional Societies	A, DC, S

Legend
A - Dean's Office
DC - Department Chairman
S - Self

	Outstanding	Acceptable	Needs Improvement	Comments and Reactions
Student Services				
1. Does the staff member communicate on an appropriate level to meet individual student needs?				
2. Does the staff member communicate in a manner which facilitates self-understanding and implementation of individual student needs and interests?				
3. Does the staff member establish rapport with students through understanding and insight?				
Implementation of Responsibilities				
1. Does the staff member consistently and regularly prepare and make necessary arrangements to implement assigned responsibilities and functions?				
2. Does the staff member illustrate that assigned functions are implemented through the establishment and review of a sound system of record keeping?				
3. Does the staff member devote additional hours, as required, to meet assigned tasks, without expecting additional compensation?				
4. Does the staff member utilize appropriate and diversified techniques (media, library services, etc.) in carrying out assigned functions?				

EVALUATION OF STUDENT PERSONNEL PROGRAM

	Outstanding	Acceptable	Needs Improvement	Comments and Reactions
5. Does the staff member clearly show awareness, involvement, and commitment to the development, revision, and recommendation for modification of departmental services?				
6. Does the staff member consistently evaluate on-going functions and services?				
7. Does the staff member attend and actively participate in scheduled meetings and college functions?				
Professional Development				
1. Does the staff member show an awareness of and a commitment to the community college concept?				
2. Does the staff member clearly show involvement in the total college and does he actively contribute to its purpose?				
3. Does the staff member participate in professional organizations and activities?				
4. Does the staff member actively participate in civic and community affairs?				
5. Does the staff member make a special effort to review the latest research and literature available on student personnel services?				
6. Does the staff member understand the importance of continuous self-evaluation, professional growth, and improvement?				

3. Each evaluation may utilize check sheets for consistency, but it should be designed to give a complete picture of the individual and be supplemented by a summary. Essays should follow an outline to assure that the evaluator addresses himself to all aspects of contribution and performance. The supervisor's evaluation is designed to determine in-depth the quality of the faculty member's performance and his standing in the College. Primarily, they are concerned with the preparation and delivery of instruction or other services by the individual faculty member. Additionally, the supervisor will be concerned with the faculty member's contribution to the College and the community and his potential and actual growth in the profession. The dean's evaluation is similar to that of the immediate supervisor, but performed independently. The faculty member's self evaluation should be as complete as possible and indicate significant achievements as well as goals for the future and areas for self improvement.

C. Visitations (Teaching Faculty)

1. Number

Non-tenured faculty shall receive three classroom visitations during each of the first three years of employment, one by a member of the Dean's Office, and two by the department chairman. Tenured teaching faculty may be visited by department chairmen at least once every year. Tenured faculty may request formal visitations and they are urged to do so when being considered for promotion.

2. Advance Notice

Visitations may occur at any time during the academic year. A forty-eight hour advance notification of an impending visitation should be given whenever possible. Should the pending visitation be scheduled

when an examination has been planned or other activity not conducive to effective evaluation, an alternate time will be set.

3. Visitation Form

A standard visitation form, prepared by the Office of the Dean of Faculty, shall be completed during each visitation. The form shall be made available to each faculty member prior to visitations. Within two working days following each visitation, the faculty member will be presented with a copy of the completed, typed visitation form and he shall have the opportunity to discuss the results of the visitation.

4. Additional Visits

The faculty member may, at his option, request additional visitations by the Dean's office or the department chairman.

D. Self Evaluation

1. Each full-time faculty member shall evaluate himself once each year, and submit copies to his immediate supervisor and the Dean's office.
2. The self evaluation form, based upon objectives and responsibilities, will be issued by the Office of the Dean. Additional information, including results of formal "evaluation by students" may be included at the direction of the individual faculty member. If "evaluation by students" is used, the form will be supplied by the Office of the Dean of Faculty.

E. Post-Evaluation Procedure

1. Conference

At the conclusion of the various facets of the evaluation process and prior to the dates established in the schedule below, a conference will be arranged including the faculty member, the immediate supervisor and a representative of the Office of the Dean. All written evaluations will be discussed during the conference and signed by the faculty member. One copy of any evaluation will be given to the faculty member.

2. Response

The faculty member may, at his option, present a written response to the evaluation conference. The response will be attached to the personnel file with a copy of the evaluation, as long as it is received in the Office of the Dean within twenty-one (21) calendar days of the conference.

3. Plan for Improvement

Written alternatives and a specific plan for improvement will be given to the faculty member for all areas that indicate need for improvement. One copy will be given to the faculty member, and the other affixed to the evaluation documents and filed in the faculty member's personnel file.

4. Schedule

The evaluation process shall be completed in accordance with the schedule indicated below:

a) November 15 for all probationary faculty in their second or third year of employment;

b) January 15 for all probationary faculty in their first year of employment;

c) March 1 for all tenured faculty;

d) April 1 for all full-time probationary faculty who were employed initially in the spring semester.

F. Promotion in Academic Rank

1. Academic rank at Mercer County Community College furnishes a means of recognition of the accomplishments of faculty members. Promotion is, therefore, not automatically attained through length of service, but must be earned. The judgment of the relative merit of candidates for

promotion must be guided by certain criteria. These criteria are; excellent teaching (teaching need not be regarded as confined to the classroom; it extends to advisement and counseling, formal and informal); contribution to the department and to the College; contribution to the community and scholarly achievements are also important and should be considered. A faculty member must be tenured, have the minimum academic background and experience required for the academic rank and must have held his previous rank for at least two years in order to become a candidate for promotion to any rank.

2. Departmental Recommendation

a) By February 1 of each year, each department chairman or other immediate supervisor shall review the current personnel records of all faculty members in his area to determine eligibility for promotion and convoke a meeting of the Department Personnel Committee to consider possible recommendations for those who are eligible.

b) This committee shall evaluate the members of the department, determine initially those who meet the minimum eligibility requirements for higher academic rank, and make formal recommendations for promotion by majority vote. The committee recommendation and the chairman's recommendation shall be forwarded to the appropriate dean. A minority may be included and reports must present cogent reasons for the recommendation.

c) A member of the Departmental Committee shall not participate in judgment of his own possible promotion, or, with the exception of the chairman, of the promotion of faculty holding rank equal to that of the committee member.

d) The recommendation shall include a priority order if more than one faculty member is being recommended for promotion to a given rank.

e) The department chairman shall notify all departmental faculty of the list of eligible candidates and those recommended for promotion.

f) The individual faculty member is responsible for insuring that his personnel file includes all pertinent documents that may have a bearing on his promotion.

3. Dean's Recommendations

The dean shall prepare a recommendation (positive or negative) on all candidates recommended for promotion by the Department Personnel Committee. This recommendation will include reasons which support the recommendation. The dean or President is free to recommend individuals for promotion who have not been considered or recommended at the department level.

4. College Personnel Committee

a) A dean, appointed by the President, shall serve as chairman of the committee.

b) Three department chairmen or directors, appointed by the President, shall serve on the committee.

c) Three faculty members elected by the faculty shall serve on the committee. During the 1971-72 academic year tenured Assistant Professors (three years in rank), Associate Professors and Professors will be eligible. Commencing with the 1972-73 academic year only tenured Associate Professors and Professors will be eligible.

d) The committee will verify eligibility for promotion prior to considering whether the individual recommended is worthy of promotion. It shall make recommendations on all those presented

to it and include priority listing if more than one faculty member is being recommended for promotion to a given rank.

5. President's Recommendation and Board Action

a) The President, after reviewing the recommendations made by the College Personnel Committee will make his recommendations to the Board of Trustees whose decision is final.

b) Recommendations for promotion are acted upon by the Board of Trustees each year generally at the May meeting of the Board.

c) The Board of Trustees reserves the rights to limit the number of promotions to any given rank during any academic year.

ARTICLE VIII

TENURE

A. Tenure in Mercer County Community College is established by law, and shall be administered accordingly.

B. Tenure in New Jersey county colleges is provided by NJS 18A:60-1 which presently provides as follows:

"The services of all professors, associate professors, assistant professors, instructors, supervisors, registrars, teachers, and other persons employed in a teaching capacity, who are or shall hereafter be employed. . . in any county college . . . shall be under tenure during good behavior and efficiency:

a. After the expiration of a period of employment of three consecutive calendar years in any such institution or institutions; or

b. After employment for three consecutive academic years together with employment at the beginning of the next succeeding academic year in any such institution or institutions; or

c. After employment in any such institution or institutions within a period of any four consecutive academic years for the equivalent of more than three academic years.

An academic year, for the purpose of this section, means the period between the time school opens in the institution after the general summer vacation until the next succeeding summer vacation."

Salary

A. Salary Ranges - 10-Month Faculty

	Minimum	Maximum
Assistant Instructor	$ 7,200	10,400
Instructor	8,525	11,750
Assistant Professor	9,900	14,200
Associate Professor	12,100	17,300
Professor	14,200	20,200

B. Salary Ranges - 12-Month Faculty

110% of those applied to 10-Month Faculty.

C. Salary Increases - 10-Month Faculty

1. For 1971-72, individual members in the several ranks will receive (effective September 1, 1971) an amount equal to their 1970-71 salaries plus an increase according to their ranks as indicated below:

Assistant Instructor	750
Instructor	800
Assistant Professor	1,000
Associate Professor	1,100
Professor	1,200

2. For 1972-73, individual faculty members in the several ranks will receive (effective September 1, 1972) an amount equal to their 1971-72 salaries plus an increase equal to the sum of a percentage of their 1971-72 salaries plus $200 for Assistant Instructors and Instructors or $250 for Assistant Professors, Associate Professors and Professors. This percentage shall be that percent of increase in the Consumer Price Index as determined by the Bureau of Labor Statistics, United States Department of Labor, for the period January 1, 1971 - December 31, 1971 for the Philadelphia Metropolitan area.

ARTICLE IX

D. Salary Increases - 12-Month Faculty

110% of those received by the 10-Month Faculty effective July 1 of each contract year.

E. Compensation for overload and summer teaching will be based on academic rank and semester contact teaching hours.

	1971-72	1972-73
Assistant Instructors and Instructors	$ 210	$ 215 per semester contact hour
Assistant Professor,	225	230 per semester contact hour
Associate Professor	235	240 per semester contact hour
and Professors	240	245 per semester contact hour

F. Compensation for teaching in special non-credit extension and community service programs will be based on an appropriate hourly rate of not less than $7.00 per hour and not more than $16.00 per hour as approved by the President.

G. Faculty members promoted to higher ranks will receive the salary increases appropriate to those ranks. Should their salary be below the minimum salary for the new rank, they shall receive the minimum salary for the new rank plus the increase for the rank.

H. Faculty members will only receive that portion of the increase for their rank which would not place them above the maximums for the rank.

I. Faculty members employed after January 1, 1971 may receive only fifty percent (50%) of the increase awarded to those holding similar rank. However, upon recommendation of the President, he may receive the full increase. The remaining 50% will be awarded at the completion of a full year's service.

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I. Faculty members employed after January 1, 1971 may receive only fifty percent (50%) of the increase awarded to those holding similar rank. However, upon recommendation of the President, he may receive the full increase. The remaining 50% will be awarded at the completion of a full year's service.

J. The Board reserves the right, at the recommendations of the President, to grant individual faculty members increases which exceed those indicated in Nos. 3 and 4 above providing these increases do not cause the faculty member's salary to exceed the maximum for his rank as indicated in Nos. 1 and 2 above.

K. The increases indicated above will be granted upon evaluation of satisfactory service. Failure to obtain such increases shall be subject to the Grievance Procedure.

J. The Board reserves the right, at the recommendations of the President, to grant individual faculty members increases which exceed those indicated in Nos. 3 and 4 above providing these increases do not cause the faculty member's salary to exceed the maximum for his rank as indicated in Nos. 1 and 2 above.

K. The increases indicated above will be granted upon evaluation of satisfactory service. Failure to obtain such increases shall be subject to the Grievance Procedure.

ARTICLE X

FRINGE BENEFITS AND INSURANCE

A. Pensions

1. Retirement plans for all full-time faculty are provided by law in the following manner:

a) All newly-appointed faculty with academic rank must, if they are not members of the Public Employees' Retirement System (PERS) or Teachers' Pension and Annuity Fund (TPAF) under statute, enroll in the Teachers' Insurance and Annuity Association-College Retirement Equity Fund (TIAA-CREF).

b) All newly-appointed faculty who are enrolled in TPAF when employed, have an option to transfer to PERS or to participate in TIAA-CREF. Under no circumstances may any new employee continue membership in TPAF unless the new employee is transferring existing membership from one New Jersey county college to another.

c) All newly-appointed faculty with academic rank, who are active members of PERS when appointed have an option to remain in PERS or to participate in TIAA-CREF.

B. Group Life Insurance

1. All faculty participating in TIAA-CREF, PERS and TPAF pension plans shall be entitled to life insurance benefits in accordance with the respective TIAA-CREF, TPAF & PERS plans.

C. Health Insurance

1. The faculty shall participate in the Public School Employees' Health Benefit Act of the State of New Jersey, which will cover all faculty members and their dependents in accordance with the statutes and regulations adopted by the State Health Benefits Commission.

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b) All newly-appointed faculty who are enrolled in TPAF when employed, have an option to transfer to PERS or to participate in TIAA-CREF. Under no circumstances may any new employee continue membership in TPAF unless the new employee is transferring existing membership from one New Jersey county college to another.

c) All newly-appointed faculty with academic rank, who are active members of PERS when appointed have an option to remain in PERS or to participate in TIAA-CREF.

B. Group Life Insurance

1. All faculty participating in TIAA-CREF, PERS and TPAF pension plans shall be entitled to life insurance benefits in accordance with the respective TIAA-CREF, TPAF & PERS plans.

C. Health Insurance

1. The faculty shall participate in the Public School Employees' Health Benefit Act of the State of New Jersey, which will cover all faculty members and their dependents in accordance with the statutes and regulations adopted by the State Health Benefits Commission.

2. The College will pay the premium for full coverage for the employee and his eligible dependents under the basic Blue Cross-Blue Shield, Rider J. programs. The College will also pay the premiums for Major Medical coverage for both the employee and his eligible dependents who are covered under the basic Blue Cross-Blue Shield plan.

D. Tuition

1. All faculty are permitted to take any course or courses which are offered by the College on a tuition-free basis, provided space is available.

E. Mini Grants

1. Providing that funds are made available by the Board, mini grants will be available to provide financial aid to support the pursuance and development of ideas leading to the improvement of learning, teaching, and student services at Mercer County Community College. These ideas may involve the development of new and better materials, methods, or systems of instruction, or methods and systems related to student services.

2. Mini grants may be made available to all members of the college community in amounts ranging from $10.00 to $500.00 each. Request proposals may be made by individual faculty members, groups of faculty members, students, staff members, or any combination of faculty, students and staff. Grant funds will be approved for such things as materials, supplies and travel, but not for salaries.

ARTICLE XI

FACULTY FACILITIES AND PARKING

A. Private Office Facilities - In all new buildings, an attempt will be made to provide two man offices for faculty members housed in these buildings.

B. Telephones - Each faculty office in new buildings should be provided with a telephone.

C. Faculty Lounges - Faculty lounges will be provided in new facilities.

D. Conference Rooms - Conference rooms will be provided in new major academic buildings.

E. Special Services (Duplicating, Secretarial, etc.) - A secretarial pool will be established on the new campus by the College and will be available to faculty members for use in college related activities.

F. Parking - All faculty shall be provided on the main campus with free parking facilities in designated faculty parking areas.

G. Dining Facilities - The College shall maintain on the new main campus a private faculty dining room. It is understood that other staff members will use this facility.

ARTICLE XII

FACULTY WORKLOAD

A. Teaching faculty, librarians, counselors and Media Center personnel are employed from September through graduation which should take place by the middle of June. Faculty members are entitled to all official college holidays including Thanksgiving. In addition, faculty members are not required to be on campus during the Christmas and Spring Recess periods. While it is necessary to staff the library, the counseling office and the Media Center during the above periods, faculty members required to provide this service shall receive compensatory holidays/ vacation days.

B. Formal semester (contact) instruction hours constituting normal load is as indicated below for the academic year:

1.	All theory, lecture, and/or classroom instruction	- 15 hours per semester, 30 hours for the academic year
2.	Combination of theory, lecture/classroom with laboratory, shop, studio or clinic	- 18 hours per semester, 36 hours for the academic year
3.	All laboratory, shop, studio or clinic	- 20 hours per semester, 40 hours for the academic year

C.

1. A teaching faculty member's normal load shall consist of 12 teaching contact hours provided that he is responsible for a minimum of 600 Student Contact Hours during the 12 teaching contact hours.
2. A teaching faculty member's normal load shall consist of 9 teaching contact hours provided that he is responsible for a minimum of 900 Student Contact Hours during the 9 teaching contact hours.
3. If neither 1 nor 2 above apply, each two hours of each group instruction (100 or more students) shall be considered as three hours in calculating normal load.

4. Faculty members will increase their student conference hours consonant with the reduction in teaching contact hours below 12.

D. All faculty must work a full normal load, even if an overload (compensated for at the overload rate) is mandated to achieve this normal load. Under exceptional circumstances in order to provide full employment for a faculty member where otherwise it would not exist, the normal load concept will override other provisions of this article. Should a faculty member be assigned 18 hours of combination lecture and laboratory instruction, of which 15 or more are classroom hours, 15 of the classroom hours will constitute his normal load and the balance of the instruction becomes overload.

E. A faculty member assigned a full load shall carry full academic rank and benefits. No faculty member shall be assigned a full teaching load compensated on the basis of a part-time salary schedule.

F. Normally, faculty will not be required to teach continuously for more than three consecutive lecture hours.

G. A faculty member cannot be assigned as part of normal load both an 8:00 A.M. class on a day following a day in which he taught a class commencing after 6:00 P.M. and a class commencing after 6:00 P.M. on a day in which he is assigned an 8:00 A.M. class without his written consent.

H. No faculty member should be assigned more than one evening class per semester as part of normal load without his written consent.

I. In the event that a faculty member is required to teach on Saturday as part of his normal load, he shall have a day off during the week, preferably Monday. No faculty member shall be required to render services on Saturdays for two (2) successive semesters without his written consent.

ARTICLE XII - Faculty Workload

J. No faculty member will be required to accept any class assignments or reassignments that he is not fully competent to teach.

K. Department faculty shall be consulted as to departmental teaching schedules and work assignments prior to such assignments.

L. Generally, faculty shall be informed of the courses they are required to teach in the following semester no later than one month prior to that semester.

M. Faculty shall be informed of their schedules for the following semester at the earliest possible date.

N. To the extent feasible, faculty members shall not be assigned more than three course preparations per semester.

O. The work year for twelve-month professional staff members commences on July 1 and concludes June 30. Members of the twelve-month professional staff are entitled to four weeks vacation, to be taken in accordance with the College's vacation policy. In addition, members of the twelve-month professional staff are entitled to the thirteen (13) paid holidays indicated in the official College list of holidays.

P. Full-time faculty will be limited to a voluntary overload of six (6) contact hours per semester during the Fall and Spring semesters. During the summer session faculty members are limited to nine credit hours or their equivalent.

Q. Priorities used in offering teaching overload and summer course teaching assignments shall be to

1. Present full-time teaching faculty, in order of seniority;
2. present members of the full-time non-teaching professional staff;
3. new full-time professional staff under contract for employment for the 1971-72 academic year.

ARTICLE XII - Faculty Workload

R. Contact hours shall include any regularly scheduled instructional activity (laboratory, classroom, lecture).

S. Faculty members teaching in the summer session and overloads during the academic year will be available for student consultations via additional office hours, normally contiguous with teaching hours.

T. Teaching faculty will schedule five (5) student conference office hours per week, distributed so as to make them available to the maximum number of their students.

U. In order to fulfill their total responsibilities, teaching faculty members will be on campus for five (5) days out of six (6) - Monday - Saturday each week.

V. The extent and nature of a faculty member's total professional commitment should be the quality of the performance of his duties and responsibilities at the College as judged by established procedures. Consequently, outside employment conducted during the individual's free time, shall be entirely at the discretion of the individual faculty member and shall remain within the prerogative of his professional and personal rights.

ARTICLE XIII

LEAVES

A. General Provisions

1. All leaves, with or without pay, are a privilege, not a right and in all cases, subject to approval of the Board.
2. All applications for leave must be in writing and submitted sufficiently in advance of desired effective dates to provide for approval processing. Exceptions to this provision may be made in case of illness, family death or national, state or local emergencies. Application must fully explain purpose and duration of leave and include appropriate substantiation.
3. No extended leave shall provide for automatic restoration of position, advancement in salary or rank, accrual of sick leave or other benefits or continuity of service credit unless specifically provided by law. All such conditions must be clearly stated in leave agreements.
4. Employee must present applicable evidence of physical fitness before returning from such leaves.
5. Requests for extended leaves for education, experiental or enrichment purposes must clearly demonstrate common benefit to the College and the individual.

B. Sick Leave

1. Faculty members may on occasion be unavoidably absent because of personal or family illness. A faculty member who finds it necessary to be absent because of illness should communicate with the President or his designee as soon as possible.
2. Sick leave is occasioned by the absence of an individual from duty because of illness, accident, or exposure to contagious disease.
3. Sick leave shall be earned at the rate of one day for each full calendar month of employment completed with the individual contract in

effect. Unused sick leave shall be cumulative.

4. Any absences in excess of the cumulative sick leave accrued to an absentee shall be taken without pay, except that the Board may grant additional paid leave under extraordinary circumstances.
   In the event that such additional sick leave is granted with pay, such advanced sick leave shall be credited against future earned sick leave. However, should employment terminate, for whatever reason, the employee will in no way be penalized for advanced sick leave.
5. Accumulation of sick leave shall begin as of the first of any month in which an employee is appointed to a position on the professional staff. Service prior to July 1, 1967 on the professional staff of Trenton Junior College may be taken into account in such computation, at the rate of five (5) calendar days for each year of said prior service, up to a maximum of fifty (50) calendar days.
6. The sick leave shall commence and be recorded from the date of first absence from assigned duties.
7. Faculty members who are excessively absent may be required to submit a medical certificate from their personal physician. Where any absence because of illness exceeds one calendar month, the absentee must present a statement from his physician explaining the nature of his illness and certifying that he is physically and mentally able to return to work.
8. In the case of any such absence because of illness in excess of one calendar month, the College may also require an examination by a physician in its employ or appointed by it, who shall certify his belief that the physical and mental condition of the absentee is such that his

return to work is to the best interests of the College. In cases where there is a conflict of opinion, a third physician, acceptable to the absentee and to the President of the College, shall be called in and his judgment shall be accepted as conclusive. In the event that it is found that the physical and mental condition of such person is such that his return to work is not in the best interest of the College, such person shall apply for such additional period of leave of absence as may be necessary.

C. Workmen's Compensation

1. A faculty member who is disabled by injury incurred in the performance of his duty will be covered by Workmen's Compensation Insurance in accordance with New Jersey statute.

D. Sabbatical Leave

1. Sabbatical leave is for the purpose of improving the College program through the professional development of the Faculty. Application for such leave may be made by any member of the full-time professional staff who is under the age of sixty-five (65) years, after completion of any period of six (6) continuous years of service at Mercer County Community College, exclusive of non-sabbatical leaves and since the termination of any previous sabbatical leave. Prior full-time service with Trenton Junior College shall be credited for the purpose of sabbatical leave.

2. The Board may consider an application for sabbatical leave from a member of the full-time professional staff who has completed less than six (6) years of continuous service, upon recommendation by the President.

3. Application for sabbatical leave shall be in the form provided by the administration and must provide a state of well considered plan of purposes to be served by the leave, such as

    a) Study and research;

    b) educational travel;

    c) other pursuits contributing to the professional effectiveness of the recipient;

    d) upon returning to the College after sabbatical leave, a full report covering the use of said leave shall be presented to the President.

4. Application for such leave for any academic year shall be filed not later than January 1st of the preceding academic year.

5. Leave may be requested for either one-half or one full academic year. If granted, the applicant may receive up to full salary for one-half year, or half-salary for a full year.

6. Sabbatical leaves are not not for the purpose of offering opportunity for income or for rendering service for compensation in another enterprise or institution. However, this condition does not preclude the acceptance of grants, stipends, fellowships, foundation funds, or similar funds for accomplishing the stated purposes of such leaves, provided the applicant shall fully reveal same in his application for sabbatical leave.

7. The recipient of a sabbatical leave retains rights of regular employment as if unemployment had been uninterrupted (such as status on salary schedule, retirement, medical insurance, tenure, and office space).

8. Faculty who are granted sabbatical leave are expected to return to their duties in the College for at least one (1) year. If they do not return to the service of the College, the entire compensation of the sabbatical leave period must be returned to the College.
9. The Board shall endeavor to provide for an adequate number of sabbatical leaves each year to allow a reasonable number of the eligible faculty to participate.
10. It is a general principle that sabbatical leaves shall not be granted for study toward a master's degree if the opportunity exists within the general geographic area for faculty to earn such a degree on a part-time basis.

E. Leave of Absence (without pay)

1. Any faculty member on tenure may apply for a leave of absence without pay. Applications should be filed with the appropriate dean of the College who will transmit the application with his recommendation to the President and he to the Board.
2. All leave of absence provisions provided by the Teachers'Pension and Annuity Fund, the Public Employees' Retirement System, and the Teachers' Insurance and Annuity Association shall be interpreted from the rules and regulations of same.

F. Maternity Leave

1. Upon written request, a female tenured faculty member who is an expectant mother, who adopts a child, assumes the legal responsibility of a family, or acquires a family by marriage may be granted a leave of absence without pay not to exceed one year upon recommendation by the President and approval by the Board.

2. Expectant mothers shall request a leave five (5) months prior to the expectant birth.
3. Leave should begin within the first five (5) months of pregnancy or at a time that is reasonable to both the teacher and the College and in the best interest of the College.
4. A teacher granted Maternity Leave must return to work not later than one (1) year from the end of the semester in which leave was taken. Failure to return at this time will constitute termination of employment.
5. A faculty member on Maternity Leave may return to employment six (6) months after the birth of the child. She may return earlier upon advice of her physician and the recommendation of the President.

G. Personal Leave

1. Each faculty member shall be entitled to three (3) personal leave days, with no loss of pay, during the academic or fiscal year. Such leave may be for urgent personal business such as for attendance at court, illness or death in the immediate family, or religious observance. Personal leave is not cumulative and is subject to approval by the appropriate administrator.
2. Requests for personal leave days will be made to the immediate superior one week in advance except in cases of emergency.
3. Additional personal leave may be granted by the President.

H. Involuntary Sick Leave

1. A faculty member may be placed on Involuntary Sick Leave when it is apparent to the President that the faculty member is no longer able physically and/or mentally to discharge his duties in a competent manner.
2. The President may require in writing that any faculty member take a physical or mental examination at College expense, the results of which may be used for determining Involuntary Sick Leave.

3. When an examination is requested, a report of three physicians shall be required; one physician shall be selected by the Faculty Association, one selected by the Board, and one mutually agreed upon by both parties.
4. A teacher requesting return from Involuntary Sick Leave may return only upon the recommendation of the President and the approval of the Board. The request to return must be made at least sixty (60) days prior to the return date.

ARTICLE XIV

PERSONNEL FILES

A. Official faculty personnel files shall be maintained in accordance with the following procedures:

1. Administrators must place in the files information indicating competencies, achievements, research, performance or contributions of an academic, professional or civic nature. All material received from faculty committees, department chairmen or other responsible sources concerning a faculty member's ability, service, character or conduct must be signed by said person(s) before being placed in a faculty member's personnel file.
2. Each faculty member shall be given the opportunity to review the contents of his file at least once an academic year. It is the responsibility of the administrator responsible for said files, to arrange convenient appointments with faculty so as to assure ample time to fully review any and all documents in the individual's personnel file.
3. A faculty member shall be notified in writing of any material of a derogatory nature to be placed in his personnel file.
4. A representative of the Association may, at the faculty member's request, accompany said person while he reviews his file.
5. The faculty member has the right to reply to any document by letter which shall be placed in the file.

ARTICLE XV

PRODUCTION AND USE OF INSTRUCTIONAL MATERIALS

A. There are certain basic principles that must be adhered to in the development and the use of instructional resource materials:

1. They must be used to advance the basic aims and goals of the course of instruction they are designed to implement.
2. The teaching faculty must remain free to decide what material is to be presented and how this material may best be assimilated by students.
3. The teaching faculty members who make use of varied instructional materials and resources must abide by the laws and ethical codes applicable to the use of these materials.
4. Each academic department should regularly review instruction resource material to insure that they remain pertinent and applicable to current teaching situations.

B. Policies

1. All teaching faculty should familiarize themselves with what can be accomplished in their areas of competence through the use of a wide variety of instructional materials and resources.
2. Teaching faculty members and other professional staff members are responsible for interacting with one another on a regular basis for the development, utilization and revision of instructional resources.
3. A teaching faculty member engaged in the introduction of various methods and materials of instruction is assured academic freedom as a teacher and a researcher, provided he conforms to the professional responsibility of his position.

ARTICLE XV - Production and Use of Instructional Materials

4, Since all programs and materials produced within the College are utimately the production of a number of persons employed by the College, and are produced using College equipment and materials, all such programs of instruction, be they television, course outlines, visual aids, auto-instructional materials, and other aids to instruction of any type, and any other items used for the advancement of instructional program, are, and, remain, the property of the College.

5. Faculty members retain all individual rights to ownership with respect to the publication and sale of books and articles.

6. The College reserves the right to use all instructional materials produced by members of its staff on its premises in any manner and in any venture it deems proper, provided that the materials shall not be used other than in their normal context without the approval of the instructor.

7. The faculty members involved in producing materials will be given a copy for their own personal and professional use, at their request, provided the faculty member pays for the actual cost of reproduction of these materials.

8. Materials developed within the College may be sold or leased as part of any commercial venture or to any school or other non-profit agency, with proceeds divided in accordance with an agreement made in advance between the College and the participants involved.

ARTICLE XVI

TRAVEL

A. Full-time faculty members teaching courses or conducting other bonafide college activities as part of their normal load shall be paid mileage at the rate of 10¢ per mile for the extra mileage attributable to such activity. "Extra mileage" is defined as that mileage over and above the mileage normally driven by the faculty member to and from his home to primary work location.

B. If a faculty member is required to travel on authorized College business which may include academic conferences and professional meetings, he will be reimbursed for his expenses.

C. Faculty members are not required to transport students in the faculty member's personal vehicle.

ARTICLE XVII

RIGHTS OF FACULTY TO EVALUATES AND GRADE STUDENTS

A. Faculty members shall assign grades to students enrolled in their courses in accordance with established College policies and traditional academic prerogatives.

ARTICLE XVIII

COURSE OUTLINES & TEXTBOOK SELECTION

1. It is the responsibility of each department to construct course outlines following an approved format.
2. Each department chairman shall appoint a committee or committees of department members who are teaching the courses to select textbooks and common resource material for courses. Textbooks should be identified early enough to provide the bookstore with sufficient time to process orders.
3. Faculty shall have the right to use their own publications and individually prepared materials in their classes.

ARTICLE XIX

ACADEMIC FREEDOM AND RESPONSIBILITIES

The College recognizes that academic freedom is essential to the free search for truth and its exposition. Each faculty member enjoys academic freedom. This is interpreted as freedom to espouse any of the diverse positions within the area of the faculty member's academic competence. The College subscribes to the following provisions relating to academic freedom:

1. A faculty member is a citizen, and a member of a learned profession. When he speaks, writes or acts as a citizen, he is free from institutional censorship or discipline, but has special obligations. He must remember that the public may judge his profession and his institution by his utterances and actions. Hence, he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman, unless so authorized.
2. Freedom in research and publication where these activities do not interfere with performance of his professional responsibilities.
3. Freedom in the classroom to discuss controversial issues directly relating to his subject. Discussions of a non-subject matter related nature should be confined to extra classroom activities.

ARTICLE XX

REGISTRATION

During registration, including pre-registration, registration and late registration the Board shall limit the involvement of faculty in clerical functions through the provisions of adequate clerical assistance.

ARTICLE XXI

APPLICATION OF PROVISIONS OF AGREEMENT

A. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

B. Any individual contract between the Board and an individual faculty member heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the College shall clearly exemplify that there is no discrimination in the training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, political affiliation, or marital status.

D. Copies of this Agreement shall be duplicated at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all faculty now employed, hereafter employed, or considered for employment by the Trustees.

E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association to Board: Dr. Richard K. Greenfield, President
(Name)

Mercer County Community College
101 West State Street
Trenton, New Jersey 08608
(Address)

2. If by Board to Association: Professor Willard W. Sloshberg
(Name)

President, Faculty Association
Mercer County Community College
101 West State Street
Trenton, New Jersey 08608
(Address)

Richard K. Greenfield
Dr. Richard K. Greenfield
PRESIDENT

Willard W. Sloshberg
Prof. Willard W. Sloshberg
PRESIDENT - Faculty Association

Date ratified by Board of Trustees: June 9, 1971

Date ratified by Association: June 14, 1971